IN THE SUPREME COURT OF THE UNITED KINGDOM

ASHLEY

Appellant

V

FINNEGAN

Respondent

Round 1 Moot Problem

Arthur Finnegan is the owner of a block of ten luxury apartments which he wanted to rent out.

Mr Finnegan had planned to let the apartments to tenants who were due to move in on Monday the 22 May 2017 and pay rent of £1200 per month each. Before the flats could be let out, some paint work had to be done.

Sometime in March 2017, Arthur Finnegan entered in to a contract with Lenny Ashley, a local painter, for Mr Ashley to carry out all of the painting required before the tenants moved in. The contract provided that the painting work would start on Monday the 1st May 2017, and would take an estimate of approximately 15 days to complete. Finnegan was also obliged to pay Ashley a fee of £10,000 in advance of the work beginning.

The paint work commenced on time, and Mr Ashley was paid accordingly beforehand. On the afternoon of Friday the 19th May 2017, Mr Ashley was leaving the block of apartments and told Mr Finnegan that he would see him on Monday morning. Mr Finnegan asked Mr Ashley why Mr Ashley was not coming in on Saturday to complete the work. Mr Ashley replied that he was not aware that he had to work on weekends. Mr Finnegan responded that he had tenants due to move in on Monday the 22nd May, making it vital that the work was completed by the end of Sunday the 21st May at the latest. Finnegan also insisted that the terms of the contract were that Ashley had to work on weekends; Ashley denied this, adding that Finnegan had not previously made him aware of the urgency of the work being completed because of tenants being due to move in. A heated argument between the two broke out, but at that time, neither was able to find a copy of the contract.

After arguing for some time, Ashley demanded an extra £3000 payment before he would consider working at the weekend. Finnegan initially refused to pay, maintaining that he would not be blackmailed. However, mindful of the tenants' move in date on the Monday, Mr Finnegan eventually offered to pay an extra £2000 for Mr Ashley to complete the paint work by 6pm on Sunday the 21st May 2017. Finnegan made this offer by text message to Ashley, sent one hour after both men had stormed off from the block of apartments that day. The text message read: "OK, £2000. Final offer. Just get it done on time." Ashley replied with a text message saying: "OK". Mr Ashley duly worked at the weekend, and the painting was completed on time.

On Monday the 22nd May 2017, Mr Ashley submitted a bill to Mr Finnegan for the additional £2000. Mr Finnegan refused to pay. This was because after the tenants moved in, Finnegan

found a copy of the contract in his email archive, and the contract had stipulated that: "Saturday and Sunday shall both constitute working days for the purposes of this contract".

Mr Ashley sued to recover the extra £2000 promised by Mr Finnegan. At first instance Mr Ashley's claim was rejected, and the Court of Appeal dismissed Ashley's appeal. Mr Ashley now appeals to the Supreme Court on the following grounds:

1. Mr Ashley had provided consideration for the promise to pay the extra £2000. Following the Court of Appeal decision in ***Williams v Roffey Bros & Nicholls (Contractors) Ltd [1991] 1 QB 1***, Mr Finnegan obtained a practical benefit as a result of Mr Ashley's promise to complete the work by 6pm on Sunday 21st May 2017;

2. The promise to pay the £2000 had not been procured by the exercise of economic duress. Mr Ashley had genuinely, albeit erroneously, believed that he was not required to work at the weekend. In the absence of bad faith on the part of Mr Ashley, there was no basis for any conclusion that the promise to pay had been procured by the application of economic duress that was sufficient to set aside the promise to pay the £2000, following ***CTN Cash and Carry Ltd v Gallacher Ltd [1994] 4 All ER 714***.

Mr Ashley, the Appellant, is represented by a Lead and a Junior Counsel; as is Mr Finnegan, the Respondent. Senior counsel will argue the first ground of appeal, and junior counsel will deal with the second.

Mooters are free to choose which side they act for, and whether they wish to appear as lead or junior counsel. Mooters should ensure that whichever side or ground they chose to deal with, they ***only argue one ground of appeal for one side*** *during the course of their submissions.*

Mooters must ***only refer to the following authorities*** *during the course of their submissions:*

Ground 1:

Williams v Roffey Bros & Nicholls (Contractors) Ltd [1991] 1 QB 1

Stilk v Myrick [1809] 2 Camp 317

Ward v Byham [1956] 1 WLR 496

Ground 2:

CTN Cash and Carry Ltd v Gallacher Ltd [1994] 4 All ER 714

Pao On v Lau Yiu Long [1979] 3 All ER 65

North Ocean Shipping Co v Hyundai Constructors Co (The Atlantic Baron) [1979] QB 705